

I object to the terms and conditions of the settlement Benefits as to what I would receive based on when my house was built. I bought my house brand new {I had it built} in Feb of 2004, two years after living in the house I started seeing flaking of the siding and cracking of the siding. I called CertainTeed Corporation to tell them about the problem and to see what could be done under the warranty. They sent me a claim form (which they spelled my name wrong calling me Gregg Gurnell) the claim was incident #00122939. In the form it states that you need to remove some boards and send them to CertainTeed Well that wasn't going to work for me because what was I going to put back on my house to replace the boards I took off. I then called CertainTeed back to tell let them know I cant take any boards off my house I told them what am I going to use to replace them. So then CertainTeed Corporation sent out two guys from Wausau Supply company there names were John Abell (territory manager) and Jim Stauffacher (general manager) John and Jim both looked over my house and did some test on the boards with tape where they put tape on the boards and peeled the tape off and paint peeled off and stuck to the tape when they pulled the tape off the boards they then looked at the house some more and talked by themselves and then they told me it was not CertainTeed's problem and that there was nothing wrong with the product so then I didn't do anything else but live with the problem and the problem gets worse every year. Now there is a class action lawsuit and they only want to give me 44% based on when my house was built which was built in Feb 2004. I believe my settlement should be based on when I first called CertainTeed Corporation about the problem which was May of 2007 to the time my house was built which was Feb 2004 which is only 3 years from the time it was installed. So if you used 2013 as being 2007 when I called about the problem and 2010 as 2004 when the house was built meaning the siding was on the house 3 years before having problems I should be getting a settlement of at least 68% not 44% .I also have shrinkage of CertainTeed Composite Trim that has shrunk and has let water get underneath the trim and the siding and get onto the framing of my porch so when I go to remove the trim and siding to replace it god only knows what kind of rotted wood or rotted framing I will find there for I also believe that there should be some kind of settlement to compensate consumers for that and there is nothing in the settlement about material waste when every you put siding on a house you also have wasted material you never use the exact amount of product as to the exact size of a wall you always have waste and that is not figured into the amount of the square footage on the house. I have enclosed the claim form CertainTeed had sent me and the business cards of the two guys John Abell and Jim Stauffacher that CertainTeed had sent out and a copy of the warranty and the certificate of occupancy and compliance So I believe I should have a settlement of at least 68% and as high as 80% because I got warranty papers with the siding that says the product has a 25 year warranty so if I was having problems with the siding at 3years after the siding was installed on the house, the siding wasn't even on the house 20% of the 25 year warranty. I also would like my lawyer to ask to appear at the Final Approval Hearing to talk about my objection and I have no idea how long it will take. The two lawyers representing me in this suit are Audet & Partners, LLP, Michael McShane, Esq 221 main street, Suite 1460 San Francisco, CA 94105 and Berger & MONTAGUE, P.C, H.Laddie Montague, Jr., Esq, and Shanon J. Carson, Esquire, 1622 locust Street, Philadelphia, P.A 19103-6365 I do not know there phone numbers or e/mail address but they are the 2 lawyer's representing the class action law suit .The Address of the property affected by the settlement is 2268 W. Ian Court in Channahon IL 60410. My current Address is 26628 W. Ian Court Channahon IL 60410 phone number is 814-545-8344 my e-mail address is kdernulc@comcast.net

Thank You, Gregory Dernulc

 12-20-13

**Consumer Services
CertainTeed Corporation**

803 Belden Road
Jackson, MI 49203
Toll Free #: 800.999.3654
Fax #: 517.787.0023
Email: jtc.conserv@saint-gobain.com



Greg Gurnell
26628 W. Ian
Shannahon, IL 60410

RE: Incident # 00122939

Dear Mr. Gurnell:

We have received notice that you are experiencing a problem with a product manufactured by our company. Upon receipt of all the following required and necessary information, we can continue to process your claim.

- 1) **Questionnaire.** Complete the enclosed product Questionnaire and return it to us.
- 2) **Proof-of-Purchase.** See the Questionnaire for available options to satisfy this requirement.
- 3) **Photos of all sides of the property** showing the complete wall areas. Submit at least one photo of each wall showing the complete wall area even if each wall is not affected. Stand back from each wall until the entire height and length are in the photo. *The photos are necessary to determine the size and layout of the property and to determine material quantities.* Also submit close-up photos of individual areas affected.
- 4) **Two (2) samples from an affected wall.** Please submit two (2) samples approximately 3 feet in length that you feel *best represent the concern*. The samples are required for review and/or testing to verify whether or not the product has a legitimate manufacturing problem. Indicate from which walls the panels were removed (*on the back of the panels, never on the front*). Remove the samples carefully to avoid damage to the panels and properly package them for mailing/delivery. Understand that we cannot take responsibility for panels that are damaged during removal or mailing.

NO RETURN of SAMPLES RELEASE

Unfortunately, some necessary test procedures will destroy samples. Therefore, they may not be available to be returned. The purpose of this release is to inform you of this situation and to obtain your approval to test samples as needed. Understand that without all of the above mentioned information and a sample plus your approval to test, we may not be able to process the complaint further.

At this time, please sign, date and return this letter to our office acknowledging your understanding of the above and approval to have any samples tested. *Note: After we receive the signed and dated letter in our office, we will submit the samples for testing.*

CONFIDENTIAL – THIS DOCUMENT IS TO BE USED FOR SETTLEMENT PURPOSES ONLY AND IS NOT AN ADMISSION OF LIABILITY BY CERTAINTEED CORPORATION.

Thank you for your cooperation. We are looking forward to receiving this information.

Sincerely,

The Consumer Services Department

Enclosure

Signature of owner(s) or authorized representative(s)
(Note: if not listed above, please include printed name w/ signature)

Date

803 Belden Road
Jackson, MI 49203
Toll Free #: 800.999.3654
Fax #: 517.787.0023
Email: jtc.conserv@saint-gobain.com



Incident # 00122939

Revised 9.5.2006

COMPLAINT QUESTIONNAIRE: GENERAL

FAILURE TO COMPLETE THIS FORM MAY REQUIRE US TO RETURN IT TO YOU, DELAYING OUR RESPONSE.

1. Name _____ Name _____
(home/property owner – first and last name) (spouse or secondary owner, if any – first and last name)

Complaint Address _____ City _____ State _____ Zip _____

Mailing Address* _____ City _____ State _____ Zip _____

* The Mailing Address is only to be completed if the complaint address is different than where the home/property owner(s) physically resides.

Phone #: Home (____) _____ Work (____) _____ Fax (____) _____

Work # above is for (Name): _____ Is the Complaint Address a rental property? ☐ Yes ☐ No

2. Company who applied material: Name _____ Address _____

City _____ State _____ Zip _____ Phone # _____

3. Company who sold material: Name _____ Address _____

City _____ State _____ Zip _____ Phone # _____

4. Product Involved: Name: _____ Color: _____

Profile: ☐ Lap Siding ☐ Shapes Siding ☐ Specialty Lap ☐ Vertical Siding ☐ Soffit ☐ Other _____

Texture: ☐ Smooth ☐ Cedar Grain ☐ Stucco ☐ Other _____

Panel Size: ☐ 5 1/4" ☐ 6 1/4" ☐ 7 1/4" ☐ 8 1/4" ☐ 9 1/4" ☐ 12" ☐ 16" ☐ 24" ☐ Other _____

Sheet Size: ☐ 4'x8' ☐ 4'x9' ☐ 4'x10' ☐ Other _____

5. # of Squares on Building (1 Square = 100 sq/ft of wall area): _____ # of Squares Affected: _____

6. Wall(s) Affected (check only those affected – identify the left & right walls as if viewing from the front of the property):

☐ Front ☐ Back ☐ Left ☐ Right ☐ Other(s) _____

7. Wall Sizes (length x height): Front _____ x _____ Back _____ x _____ Left _____ x _____ Right _____ x _____

Gables: 1) _____ x _____ 2) _____ x _____ Please note location of gables (which wall): 1) _____ 2) _____

8. Which wall faces North? ☐ Front ☐ Back ☐ Left ☐ Right

9. Dates of: Installation: Month _____ Day _____ Year _____ Purchase: Month _____ Day _____ Year _____

10. Date problem first discovered: Month _____ Day _____ Year _____

11. Moisture: Was product wet when installed? ☐ Yes ☐ No Was water applied to enhance nailing? ☐ Yes ☐ No

12. Condition of product when received: ☐ Under Bonnet ☐ Exposed ☐ Don't Know ☐ Other _____

13. Lot # or Manufacturing Code on Product: ☐ Don't Know ☐ Known (please list) _____

**Consumer Services
CertainTeed Corporation**

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Jackson, MI 49203
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Claim Filed

Incident # 00122939

14. Substrate conditions under the siding:

- Water Proofing:** ☐ House Wrap (Ex: Tyvek) ☐ Plastic Wrap (Ex: Visqueen) ☐ Felt Paper (Ex: 15 lb)
☐ None ☐ Don't Know ☐ Other _____
- Wall Structure:** ☐ Plywood/OSB ☐ Foam Over Studs ☐ Old Wood Siding ☐ Old Non-Wood Siding
☐ Studs Only ☐ Don't Know ☐ Other _____

15. Proof-of-Purchase is REQUIRED. Please note which item is attached (check one):

- ☐ Copy of Applicable Warranty ☐ Sample ☐ Other _____
☐ Paid receipt specifically identifying our company as the manufacturer of the product stated above

16. Photos of all walls are REQUIRED. Please include at least five (5) photos (four full wall photos and one close up).

17. Did you own the property when the product was installed* ☐ Yes ☐ No If No, date purchased: _____

*Answer YES, if you purchased or had built a new construction property. In other words, were you the first person to physically live/reside within the property.

18. If necessary, do we have permission to physically inspect the property? ☐ Yes ☐ No

19. Nature of problem (be specific - use reverse side if necessary): _____

COMPLAINT QUESTIONNAIRE: PREFINISH/PAINT & STAIN

1. Paint/Stain Application: ☐ Prefinished ☐ Field Applied ☐ Not Painted/Stained ☐ Other _____

2. Company who prefinished material (if applicable): Name _____ Address _____

City _____ State _____ Zip _____ Phone # _____

3. Company who field applied paint/stain (if applicable): Name _____ Address _____

City _____ State _____ Zip _____ Phone # _____

4. Company who manufactured paint/stain: Name _____ Product _____

5. Type of Paint/Stain:

Choose one: ☐ Exterior ☐ Interior ☐ Other _____

Choose one (Paint): ☐ Acrylic Latex ☐ Water-Based Latex ☐ Oil-Based ☐ Other _____

Choose one (Stain): ☐ Solid Color/Opaque ☐ Transparent ☐ Semi-Transparent ☐ Other _____

5. # of Coats of Paint/Stain: ☐ 1 ☐ 2 ☐ Other _____

6. How long after product installed was the paint/stain applied?: ☐ Prefinished ☐ Other (# of days) _____

Signature(s): _____ **Date:** _____

VILLAGE OF CHANNAHON }
COUNTIES OF WILL AND GRUNDY } SS
STATE OF ILLINOIS }

NO. 03-358

CERTIFICATE OF OCCUPANCY AND COMPLIANCE

This is to certify that the building and use of the property located at _____

26628 WEST IAN COURT LOT 321 THE HIGHLANDS

as appears from an inspection this day made, does comply with the provisions of the Zoning

Ordinance of the Village of Channahon, and is approved to occupancy as a _____

Single Family Dwelling

Dated at Channahon, Illinois, this 26th

day of FEBRUARY, 2004

Laron Sullivan
CHIEF BUILDING INSPECTOR



Jim Stauffacher
General Manager

815/562-2100 Office, Ext. 19301
800/804-0804 Customer Service
815/562-4700 Fax
E-mail: 9jim@wausausupply.com

747 Wiscold Drive
Rochelle, IL 61068
Wausau.Supply.com



John Abell
Territory Manager

747 Wiscold Drive
Rochelle, IL 61068
E-MAIL: 9johna@wausausupply.com

HOME OFFICE/FAX: (708) 478-7072
CUSTOMER SERVICE: (800) 804-0804 EXT 19379
CELL PHONE: (708) 473-6748
815 757 1472

CertainTeed DuraCoat™

Limited Warranty

What and Who is Covered and for How Long

CertainTeed warrants to the original property owner/consumer that CertainTeed DuraCoat™ coating applied on its WeatherBoards™ FiberCement Siding products will remain washable and will be free from yellowing, cracking, flaking, peeling, chalking or erosion when subject to normal and proper handling and use for 25 years following installation of WeatherBoards FiberCement Siding.

Should any such defect occur during the warranty duration period following installation of WeatherBoards FiberCement Siding with CertainTeed DuraCoat, CertainTeed will provide replacement coating (paint). CertainTeed shall in no event, **except as specified below under SureStart™ Protection**, be liable for labor charges or other expenses in connection with the replacement of the coating.

SureStart™ Protection

CertainTeed DuraCoat on WeatherBoards FiberCement Siding is covered by SureStart protection for the period of two (2) years following the date of completed installation. Under this warranty feature, CertainTeed, at no charge, will replace the CertainTeed DuraCoat proven to be suffering from one of the above enumerated defects during the SureStart period. CertainTeed's maximum liability under SureStart will be equal to the reasonable cost to replace the defective coating at current value, including labor in connection with the removal or repair of the original coating or application of the replacement coating, not to exceed a total cost of \$1 per square foot.

Transferability

This warranty is not transferable.

Limitations

CertainTeed shall have no liability under this warranty set forth above for:

- Use of paint not recommended or supplied by CertainTeed, or failure to comply with written recommended application techniques and specifications.
- Defects or failure caused by improper handling, storage or by installation not in strict adherence with CertainTeed's written instructions.
- Misuse, abuse, neglect or improper transportation, handling or storage of the siding including, but not limited to, negligence in, or failure to provide, reasonable and necessary maintenance of the fiber cement siding to prevent an accumulation of surface dirt or stains.
- Misuse, abuse, neglect or improper installation of the fiber cement siding including, but not limited to, damage caused by tools, ladders, scaffolding or other job site tools.
- Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God.

Other Conditions

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF CERTAINTEED. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME FOLLOWING THE SALE A PROPERTY OWNER/CONSUMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF THIS WARRANTY. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF CERTAINTEED IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

Warranty Registration Information

Register your investment.

Register your product warranty on the CertainTeed website @ www.certainteed.com/warranty.

You will then receive a numbered registration confirmation by return email.

Failure to register this warranty shall not void the warranty or any of its terms.

What the Customer Must Do

The property owner/consumer must promptly notify CertainTeed in writing of any coating defect and provide proof of the date of purchase and installation of the siding, as well as proof of property ownership. All notifications should be sent to: CertainTeed, Attn: Warranty Claims, 803 Belden Road, Jackson, MI 49203. The property owner may be required to submit a sample of the siding containing the defective coating to CertainTeed for analysis. CertainTeed will then investigate the claim and examine the coating claimed to be defective. If any enumerated defect is confirmed, CertainTeed, within a reasonable amount of time after the inspection, will replace the coating pursuant to the terms of this warranty.

product 50 yrs

pro